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an unlawful rate. *Held*, proof of these facts alone did not establish negligence on the part of the defendant towards the employee. *Norfolk & W. Ry. Co. v. Gesswine* (1906), — C. C. A. (6th Circ.) —, 144 Fed. Rep. 56.

It is universally held that the usual statutes requiring signals at crossings, and speed ordinances of municipalities are for the benefit of the public only. *Ry. Co. v. Workman*, 66 Ohio St. 509; *O'Donnell v. Ry. Co.*, 6 R. I. 211; *Williams v. Ry.* 135 Ill. 491; *Tooney v. Ry. Co.*, 86 Cal. 374. So here there was no breach of duty towards the employee shown.

MUNICIPAL CORPORATIONS—ESTOPPEL BY RECITALS IN BONDS.—Plaintiff bank brought an action to enforce as a "general liability" of defendant city the payment of certain municipal bonds which were designated therein as "street improvement bonds" and reciting, in effect, that they were issued under charter provisions authorizing the city to assume their payment as a "general liability" of the municipality. *Held*, that the city was not estopped by the recital in the bonds to set up as a defense that it had no authority to make the indebtedness a general charge. *White River Sav. Bank of White River Junction, Vt., v. City of Superior* (1906), — C. C. A. (7th circ.) —, 148 Fed. Rep. 1.

The conclusion of the court is based upon the ground that the purchaser of municipal bonds is bound to know the extent of the legal powers of the municipality, and that a city cannot by recitals in its bonds that it has certain authority estop itself from setting up the fact that it had no such authority conferred upon it by law. It seems to be well settled that absolute want of power to issue the bonds is a complete defense to an action by anyone to recover thereon. *Swan v. Arkansas City*, 61 Fed. Rep. 478. The fact that the bonds contain a recital to the effect that the municipality has such power is of no effect whatever, and cannot operate to estop the defense of lack of authority. *Town of South Ottawa v. Perkins*, 94 U. S. 260; *McClure v. Oxford Tp.*, 94 U. S. 429; *Citizens Sav. & Loan Assn. v. Perry County*, 156 U. S. 692; *Northern Bank of Toledo v. Porter Tp. Trustees*, 110 U. S. 608; *Hedges v. Dixon County*, 150 U. S. 182; *National Life Ins. Co. v. Board of Education of Huron*, 62 Fed. Rep. 778. The extent of power of a city is a matter of law and persons dealing with it or purchasing its securities are charged with knowledge of the limitations upon its authority. For a discussion at length of the principles involved see article, "The Doctrine of the Federal Courts as to the Validity of Irregular Municipal Bonds," by Charles L. Dibble, 4 MICH. LAW REV. 497.

MUNICIPAL CORPORATIONS—ESTOPPEL BY RECITALS IN BONDS.—In an action upon certain municipal bonds designated "sewer improvement bonds," *held*, that the city was estopped by certain recitals therein to set up the defense that funds were not provided to meet the requirement. *City of Superior v. Marble Sav. Bank of Rutland, Vt.* (1906), — C. C. A. (7th Circ.) —, 148 Fed. Rep. 7.

This case is interesting to note in connection with the decision of the same court in *Bank v. Superior* commented upon in the preceding note. The bonds in suit in both cases were issued by the same city under quite similar

authority, and containing similar recitals. The court found in the principal case that "express authority was given: (1) to issue the bonds with 'such other provisions as the council may think proper to insert:' (2) to sell 'at not less than par value' \* \* \* \* \*; and (3) the city is required to pay principal and interest 'as they shall fall due, and reimburse itself through the special assessments.'" With these powers given, it seemed clear to the court that authority was given to make the bonds a "general obligation," and that the city was, therefore, estopped, special stress being put upon the words, "such other provisions as the council may think proper to insert."

MUNICIPAL CORPORATIONS—LIABILITY FOR INJURY TO PEDESTRIAN.—One end of a billboard leaned against a building and the other rested upon the sidewalk in defendant city. The walk was flush with the building, but the latter was situated three feet from the street line. The plaintiff while passing along the walk was injured by the billboard which the wind blew against him. In this action against the city, *held*, he cannot recover. *Temby v. City of Ishpeming* (1906), — Mich. —, 108 N. W. Rep. 1114.

This case was appealed to the Supreme Court in 1905 on the ground that the court ought to have directed a verdict for the defendant. A new trial was ordered and the plaintiff again recovered, and it was appealed a second time on the same ground. The original case is reported in 103 N. W. Rep. 588, 69 L. R. A. 618, 140 Mich. 146. The plaintiff based his case upon two propositions: (1) That all the walk was part of the highway, (2) That the billboard was a nuisance which the city was under an obligation to abate. In deciding the first proposition the court took the view that, although the part between the walk and building was paved, still it was not part of the highway and the city never so treated it. *Village v. Gallagher*, 52 O. S. 185; *Clark v. Muskegon*, 88 Mich. 309. The plaintiff has evidently misconceived his case. Had the action been brought against the owner of the property perhaps it might have been maintained. In that case the first proposition would have been well taken, if at the time of the injury the plaintiff were upon the defendant's property, technically, he might have been a trespasser. But this would have been excused on his part, since the walk extended to the building. Thus the plaintiff could presume that it was open for travel. *Beck v. Carter*, 6 Hun (N. Y.) 604; *Croghan v. Shiele*, 53 Conn. 186; *Rachmel v. Clark*, 205 Pa. 314. On the second point the court said "the city has neither possession nor authority to invade private premises to summarily remove such things belonging to the proprietor which may be thought dangerous." Judicial proceedings must be taken to abate nuisances existing on private premises. The decision in this case is based on sound reason and is in accord with the weight of authority. *City of Anderson et al. v. East*, 117 Ind. 128; *Kiley v. City of Kansas*, 87 Mo. 103.

NEGLIGENCE—FIRE FROM IMPROPER TELEPHONE GUY WIRE.—A telephone company attached a guy wire from one of its poles, to plaintiff's barn, which wire had no lightning arrester nor circuit breaker. During a storm, some of the poles were struck by lightning and the barn was destroyed by fire.